



ISSUE DATE: 3/11/22

INVITATION TO BID

BID TITLE: 12-22 BAMA THEATRE CARPET

Sealed bids will be opened at 9:30 a.m. CST on March 30, 2022, in the Conference Room at the PARA Administrative Office Building, 614 Greensboro Avenue, Tuscaloosa, AL 35401 and may not be withdrawn for thirty (30) days after such date & time.

GENERAL CONDITIONS OF INVITATIONS TO BID

1. PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

- (a) The enclosed bid forms are to be used in submitting your bid.
- (b) All information required by the Bid form shall be furnished. The bidder shall print or type his name and manually sign the schedule and each continuation sheet on which any entry is made.
- (c) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- (d) Proposed delivery time must be shown and shall include Sundays and holidays.
- (e) Bidder will not include federal taxes nor State of Alabama sales, excise, and use taxes in bid prices as PARA is exempt from payment of such taxes.
- (f) Bidders shall thoroughly examine the specifications, schedule, instructions, and all other contract documents.
- (g) Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist because of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of PARA or the compensation to the vendor.
- (h) Bidders are advised that all PARA contracts are subject to all legal requirements provided for the Purchasing ordinance and/or State and Federal Statutes.

2. DESCRIPTION OF SUPPLIES

- (a) Any manufacturer's names, trade names, brand name, or catalog numbers used in specifications are for the purpose of describing and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE. Bids will be considered for any brand which meets the quality of the specifications listed for any items.
- (b) Bidders are required to state exactly what they intend to furnish; otherwise, they shall be required to furnish the items as specified.

- (c) Bidders will submit, with their proposal, data necessary to evaluate and determine the quality of the item(s) they are bidding.

3. SUBMISSION OF BIDS

- (a) Bids and changes thereto shall be enclosed in sealed envelopes addressed to Adrian Cleckler, PARA, 614 Greensboro Avenue, Tuscaloosa, AL 35401. The name and address of the bidder, the date and hour of the bid opening and the material or service bid shall be placed on the outside of the envelope.
- (b) Bids must be submitted on the forms furnished. Telegraphic bids will not be considered.

4. REJECTION OF BIDS

- (a) PARA may reject a bid if:
 - 1. The bidder misstates or conceals any material fact in the bid, or if,
 - 2. The bid does not strictly conform to the law or requirement of bid, or if,
 - 3. The bid is conditional, except that the bidder may qualify his bid for acceptance by PARA on an "all or none" basis, or a "low item" basis. An "all or none" basis bid must include all items upon which bids are invited.
- (b) PARA may, however, reject all bids whenever it is deemed in the best interest of PARA and may also waive any minor informalities or irregularities in any bid.

5. WITHDRAWAL OF BIDS

- (a) Bids may not be withdrawn after the time set for the bid opening for a period as specified.
- (b) Bids may be withdrawn prior to the time set for the bid opening.

6. LATE BIDS OR MODIFICATIONS

- (a) Bids and modifications received after the time set for the bid opening will not be considered.
- (b) Modifications in writing received prior to the time set for the bid opening will be accepted.

7. CLARIFICATIONS OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications or other bid documents of any part thereof, he may submit to the contact person on or before five (5) days prior to scheduled opening a request for clarification. All such request for information shall be sent by email and the person submitting the request will be responsible for prompt delivery. Any objection to the specifications and requirements as set forth in this bid must be emailed to the contact person on or before five (5) days prior to scheduled opening.

8. DISCOUNTS

- (a) Bidders may offer a cash discount for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted.
- (b) In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, which ever is the later date. Payment is deemed to be made on the date of mailing of the check.

9. AWARD OF CONTRACT

- (a) The contract will be awarded to the lowest responsible bidder based upon the following factors: quality, conformity with specifications, any warranties, terms of delivery, transportation charges, and dates of delivery.
- (b) If two or more bids received are for the same total amount or unit price, quality and service being equal, the contract shall be awarded to a local bidder.

- (c) Prices quoted must be FOB Tuscaloosa with all transportation charges prepaid unless otherwise specified in the Invitation to Bids.
 - (d) A written award of acceptance (Purchase Order) mailed or otherwise furnished to the successful bidder shall result in a binding contract.
- 10. DELIVERY**
- (a) Deliveries are to be FOB Destination unless otherwise specified in the Invitation to Bids.
 - (b) Deliveries are to be made during regular business hours.
 - (c) Twenty-four (24) hour notice shall be given to the purchaser before delivery is made.
- 11. CONDITION OF MATERIALS AND PACKAGING**
- All items furnished must be new and free from defects. Not others will be accepted under the terms and intent of this bid. All containers shall be new and suitable for storage or shipment and bid price shall include standard commercial packaging.
- 12. CLAIMS**
- Successful bidder(s) will be responsible for making all claims against carriers for missing or damaged items.
- 13. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS**
- Bidders shall comply with all local, state, and federal directives, orders, and laws as applicable to this bid and subsequent contract(s).
- 14. PROVISION FOR OTHER AGENCIES**
- Unless otherwise stipulated by the bidder, the bidder agrees when submitting his bid to make available to all agencies, municipalities, and County government within Tuscaloosa County the bid prices he submits, in accordance with the bid terms and conditions, should any said agency, municipality or government wish to buy under this proposal.
- 15. COLLUSION**
- The bidder, by affixing his signature to this proposal, agrees to the following: "Bidder certifies that his bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same items and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".
- 16. VARIANCE IN CONDITIONS**
- All special conditions and specifications attached hereto which vary from General Conditions shall have precedence.
- 17. BID SUBMISSIONS**
- Bid submissions shall be submitted in a sealed envelope and addressed to:
Adrian Cleckler, 614 Greensboro Avenue, Tuscaloosa, AL 35401
The name and address of the bidder, the date and hour of the bid opening and the Bid Title shall be placed on the outside of the envelope. Failure to properly address and label sealed envelope may result in bid rejection.

SPECIAL CONDITIONS

BID TITLE: 12-22 BAMA THEATRE CARPET

The General Conditions of Invitations to Bid and Special Conditions stated shall be considered as part of the specifications of the bid.

Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items meeting the standards of quality thereby indicated will be considered,

providing the bid clearly describes the article offered and indicates how it differs from the referenced brands. Descriptive literature and manufacturer's specifications plus any supplemental information necessary for comparison purposes must be submitted with the bid or the bid on that item will be rejected. Reference to literature submitted with a previous bid or on file with the Division of Purchasing will not satisfy this requirement. The burden is on the bidder to demonstrate that the item bid is equivalent to the item specified in the ITB. Any exceptions taken to any item(s) must be fully explained in written detail on bidders' letterhead and attached to the bid when submitted.

Awards shall be made, or contracts entered with the lowest responsible bidder(s) meeting all specifications and terms and conditions established by PARA. PARA reserves the right to determine the lowest responsible bidder based on an individual item or group of items. Delivery dates may be a factor in awards.

Questions concerning the bid process should be directed to Adrian Cleckler at (205) 562-3220 or acleckler@tccpara.org (email is preferred).

It is the responsibility of the bidder to check for any addendums before submitting their bid.

SPECIFICATIONS

BID TITLE: 12-22 BAMA THEATRE CARPET

It is the intent of these specifications to describe carpet as needed for Bama Theatre. These specifications are describing and stating the minimum requirements needed. Bid submitted that do not meet all the following specifications, or equal to, are subject to bid rejection. Bidders stating equal to must provide documentation to support their statement.

CARPET SPECIFICATIONS

REFERENCES

- Americans with Disabilities Act (ADA): Section 4.5.3. Accessibility Guidelines for Building & Facilities
- American Association of Textile Chemists and Colors (AATCC): 16, Option E Colorfastness of Light; 165 Colorfastness to Crocking, Carpets AATCC Crock meter Method.
- Aachener Test: Dimensional Stability (DIN Standard 54318 175 Stain Resistance; Pile Floor Covering
- American Society for Testing and Materials (ASTM) D 2859 Flammability of Finished Textile Floor Covering Materials. E 648 Critical Radiant Flux of Floor Covering System Using a Radiant Heat Energy Source (NFPA 253) E662 Specific Optical Density of Smoke Generated by Solid Materials (NFPA 258)
- Consumer Product Safety Commission (CPSC): FF-1-7 Methenamine Pill Test.

SUBMITTALS

- Shop Drawings and Product Data: Submit for all products proposed for use, describing physical characteristics, sizes, patterns, colors available, type of subfloor, and method of installation.
- Test Reports: Provide certified test reports, prepared by an independent testing laboratory,

showing conformance to specified performance standards. Test results shall represent average results for production goods and shall not be over two years old.

- Samples: Submit a full repeatable design for each carpet type specified for project, demonstrating color, backing and pattern.
- Maintenance Date: Submit manufacturer's recommend cleaning and maintenance data. Include maintenance procedures, recommended maintenance materials, and suggested schedule for cleaning.

SUBSTITUTIONS

- Proposed substitution, to be considered, shall be manufactured of equivalent materials that meet or exceed specified requirements. Substitutions shall be identified not less than 7 days prior to bid.

QUALITY ASSURANCE

- Manufacturer: Company specializing in carpet tile manufacturing with a minimum of ten continuous years of documented experience. Carpet manufacturing processes must be certified by a recognized ISO registrar to the current requirements of either the *ISO 9001* or *ISO 9002* standards for quality management systems as established by the International Organization for Standardization (1987), revised 1994).
- Installer: Company, with a minimum of five years documented experience in the installation of carpet tiles, certified or accredited by manufacturer.
- Installer shall have documented experience with a formal lift system when applicable to the job.

Carpet shall comply with the following performance testing requirements:

- CRI TARR Rating: "Severe" or "Heavy" using ASTM D-5252 Hexapod Tumble Test. Value must be 3.0 or higher to ensure appearance retention in high traffic areas such as school classrooms (rating of 3.0) and corridors (rating of 3.0 – 3.5).
- CRI Indoor Air Quality Testing Program:
 - A. VOC's not to exceed 0.5 milligrams per square meter per hour.
 - B. Styrene not to exceed 0.4 milligrams per square meter per hour
 - C. 4-PC (phenyl cyclohexene) not to exceed 0.1 milligrams per square meter per hr.
 - D. Formaldehyde not to exceed 0.5 milligrams per square meter per hr.
- Noise Reduction Coefficient, ASTM C423: 0.20 minimum. 0.25 for LEED facility
- ASTM D 2859 or CPSC FF-1-70 Methenamine Pill Test: Pass.
- Critical Radiant Flux Classification: Not less than 0.45 W/sq. cm.
- Dry Breaking Strength: Not less than 100 lbf according to ASTM D 2646.
- Dimensional Tolerance: Within 1/32 inch of specified size dimensions, as determined by physical measurement.
- Dimensional Stability: 0.2% or less according to ISO 2551 (Aachen Test).
- Colorfastness to Crocking: Not less than 4, wet and dry, according to AATCC 165.
- Antimicrobial Activity: Not less than 2-mm halo of inhibition for gram-positive bacteria, not less than 1-mm halo of inhibition for gram-negative bacteria, and no fungal growth, according to AATCC 174.
- Electrostatic Propensity: Less than 3.5 kV according to AATCC 134.

- ASTM E 648, Critical Radiant Panel Flux Class I, not less than 0.45 watts per square centimeter.
- AATCC 16, Option E: Minimum rating of 4 on grey scale after 80 hours exposure.
- ASTM E 662 (NFPA 258): Smoke density less than 450 optical density.
- AATCC 165: Minimum rating of 4 wet and dry.
- AACHEN Test (DIN Standard 54318): Dimensional stability 0.2% shrinkage or growth.

WARRANTY

- Provide certified copies of the following manufacturer's product warranties.
- Warranty shall be sole source responsibility of the manufacturer. Second source warranties or warranties that involve parties other than the manufacturer are unacceptable.

EXTRA MATERIALS

- Provide up to 5% attic stock of each carpet type, or predetermined quantity as requested by owner.

MANUFACTURERS

- All carpet tiles shall be products of one manufacturer, unless specifically indicated otherwise.
- Shall be pre-approved by owner/owners prior to bid date
- Manufacturer shall be currently involved in reuse technology including renewing and repatterning used product to eliminate waste sent to landfills.
- Carpet shall conform to the CRI Indoor Air Quality Testing Program with specific product certification number. Manufacturer shall have a stated environmental policy and documented waste generation improvements

MATERIALS

- Tile: Milliken Custom Design #DR-01248262
 Custom Design G212A59MR/G212A59MR-A21001
 36oz 1meter x 1meter
 Colorway 3CZS
- Broadloom: Milliken Custom Design #DR-01248262
 Match base
 13.6" wide

BIDDER'S RESPONSE FORM

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MESSAGE TO BIDDERS: Please review your bid documents for accuracy, completeness, required documentation, and necessary signatures before submitting. Please label the out mailing/shipping package with the bid information as directed.

Qty.	Description	Price
750 sq. yds.	Carpet Tiles	\$
220 sq. yds.	Broadloom Carpet	\$
	Freight	\$
Bid Total		\$

Company Name	
Contact Person	
Email Address	
Telephone Number	
Mailing Address	
Authorized Signature	

Note: By Signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ unauthorized alien within the State of Alabama. Furthermore, a contracting party found in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.